

1 Patrick H. Hicks, Bar No. 131509  
2 phicks@littler.com  
3 LITTLER MENDELSON, P.C.  
4 3960 Howard Hughes Parkway  
5 Suite 300  
6 Las Vegas, NV 89169.5937  
7 Telephone: 702.862.8800  
8 Fax No.: 702.862.8811

9  
10 Jamie Y. Lee, Bar No. 228389  
11 jylee@littler.com  
12 LITTLER MENDELSON P.C.  
13 18565 Jamboree Road, Suite 800  
14 Irvine, CA 92612  
15 Telephone: 949.705.3000  
16 Fax No.: 949.724.1201

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18 Attorneys for Defendant  
19 CHARTER COMMUNICATIONS, LLC

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21  
22 UNITED STATES DISTRICT COURT  
23  
24 CENTRAL DISTRICT OF CALIFORNIA

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27  
28 TOM G. BAKAS, an Individual,

1 Plaintiff,

2 v.

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8 CHARTER COMMUNICATIONS,  
9 LLC, dba SPECTRUM CABLE, a  
10 Delaware Corporation and a Limited  
11 Liability Company; PAUL  
12 MARCHAND, an Individual; BOB  
13 PRICHARD, an Individual; DAVID  
14 ACOSTA, an Individual; and DOES 1-  
15 10, Inclusive,

16  
17 Defendants.

18 Case No.

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28 DEFENDANT CHARTER  
COMMUNICATIONS, LLC'S  
NOTICE OF REMOVAL OF  
CIVIL ACTION TO FEDERAL  
COURT ON THE BASIS OF  
DIVERSITY JURISDICTION

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1 **TO THE CLERK OF THE ABOVE-ENTITLED COURT, AND TO**  
 2 **PLAINTIFF TOM G. BAKAS AND HIS ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. sections 1332, 1441  
 4 and 1446, Defendant CHARTER COMMUNICATIONS, LLC d/b/a SPECTRUM  
 5 (“Defendant”) hereby removes the above-captioned action Case No. 25STCV13547  
 6 from the Superior Court for the State of California, in and for the County of Los  
 7 Angeles to the United States District Court, Central District of California. This  
 8 Notice is based upon the original jurisdiction of the federal district court over the  
 9 parties under 28 U.S.C. section 1332 (“Section 1332”) because the parties are of  
 10 diverse citizenship and the matter in controversy exceeds, exclusive of interest and  
 11 costs, the sum specified by 28 U.S.C. section 1332.

12 Defendant makes the following allegations in support of its Notice of  
 13 Removal.

14 **I. STATEMENT OF JURISDICTION**

15 1. This Court has original jurisdiction under 28 U.S.C. section 1332(a)(1),  
 16 and this case may be removed pursuant to the provisions of 28 U.S.C. section  
 17 1441(a), because it is a civil action wherein the amount in controversy exceeds  
 18 seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs, and it is  
 19 between “citizens of different States.”

20 **IX. PLEADINGS, PROCESS, AND ORDERS**

21 2. On May 8, 2028, Plaintiff Tom G. Bakas (“Plaintiff”) filed a Complaint  
 22 (“Complaint” or “Compl.”) in Los Angeles County Superior Court, entitled *Tom G.*  
*Bakas, an individual, v. Charter Communications, LLC, dba Spectrum cable, a*  
*Delaware Corporation and a Limited Liability Company; Paul Marchand, an*  
*Individual; Bob Prichard, an Individual; David Acosta, and Individual; and DOES*  
*1-10, Inclusive*, Case No. 25STCV13547 (the “State Court Action”). The Complaint  
 asserts causes of action for: (1) disability discrimination in violation of FEHA; (2)  
 failure to provide reasonable accommodation in violation of FEHA; (3) failure to

1 engage in interactive process in violation of FEHA; (4) failure to prevent  
 2 discrimination in violation of FEHA; (5) constructive termination in violation of  
 3 public policy; (6) failure to provide rest periods; (7) failure to pay overtime wages;  
 4 (8) individual liability for wage and hour violations; (9) failure to provide accurate  
 5 itemized wage statements; (10) failure to maintain required records; and (11) unfair  
 6 business practices.

7       3. On May 14, 2025, Plaintiff served Defendant with the Summons,  
 8 Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum and  
 9 Statement of Location, Notice of Case Assignment, Alternative Dispute Resolution  
 10 (ADR) Information Package. (Declaration of Jamie Y. Lee (“Lee Decl.”), ¶ 2 & Exh.  
 11 A).

12       4. On June 3, 2025, Plaintiff extended Defendant’s deadline to file a  
 13 responsive pleading to June 20, 2025. (Lee Decl., ¶ 3.) Thereafter, on June 8, 2025,  
 14 Plaintiff filed a Request for Dismissal (without prejudice) voluntarily dismissing  
 15 Defendants Paul Marchand, Bob Prichard and David Acosta, along with 8<sup>th</sup> Cause of  
 16 Action (Individual Liability for Wage and Hour Violations) and 10<sup>th</sup> Cause of Action  
 17 (Failure to Maintain Required Records, in Los Angeles County Superior Court. (Lee  
 18 Decl., ¶ 4 & Exh. B.)

19       5. On June 18, 2025, Defendant filed a general denial and affirmative  
 20 defenses to the Complaint in Los Angeles County Superior Court. (Lee Decl., ¶ 5 &  
 21 Exh. C.)

22       6. Pursuant to 28 U.S.C. § 1446(d), A through C constitute all process,  
 23 pleadings, and orders filed in the State Court Action. (Lee Decl., ¶ 6.) To Defendant’s  
 24 knowledge, no other process, pleadings, or orders related to this case have been filed  
 25 or served by any party in the State Court Action. (*Id.*)

26       7. To Defendant’s knowledge, no proceedings related hereto have been  
 27 heard in the State Court Action and no other parties have been named or served with

1 the Summons and Complaint in the State Court Action. (*Id.* at ¶¶ 7-8.)

2 **X. TIMELINESS OF REMOVAL**

3 8. This Notice of Removal is timely filed as it is filed within thirty (30) days of June 8, 2025, the date when Plaintiff voluntarily filed a Request for Dismissal of the individual defendants when it was first ascertained that the case was removable, and within one year from the commencement of the State Court Action. *See* 28 U.S.C. § 1446(b).

4 **XI. VENUE**

5 9. Venue lies in the Central District of California, pursuant to 28 U.S.C. sections 84(d), 1441(a), and 1446(a) since Plaintiff originally brought the State Court Action in the Superior Court of the State of California, County of Los Angeles.

6 **XII. BASIS FOR REMOVAL**

7 10. This Court has original jurisdiction of the State Court Action based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a). Pursuant to 28 U.S.C. § 1441(a) and (b), the State Court Action may be removed to this Court by Defendant because it is a civil action between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interests and costs, as set forth below.

8 **XIII. DIVERSITY OF CITIZENSHIP**

9 11. Plaintiff is a Citizen of California. For diversity purposes, a person is a “citizen” of the state in which he or she is domiciled. 28 U.S.C. § 1332(a)(1) (an individual is a citizen of the state in which she or he is domiciled). A person’s domicile is the place he or she resides with the intention to remain, or to which he or she intends to return. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). Citizenship is determined at the time the lawsuit is filed. *See Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088 (9th Cir. 1983); *see also LeBlanc v. Cleveland*, 248 F.3d 95, 100 (2d Cir. 2001); *see also Lundquist v. Precision Valley Aviation, Inc.*, 946 F.2d 8, 10 (1st Cir. 1991). Furthermore, allegations of residency

1 in a state court complaint can create a rebuttable presumption of domicile supporting  
 2 diversity of citizenship. *Lew v. Moss*, 797 F.2d 747, 749-50 (9th Cir. 1986). Plaintiff  
 3 alleges that he was a resident of Los Angeles County, California at all times relevant  
 4 to the Complaint. (Complaint, ¶ 1.) Thus, Plaintiff is a citizen of California for  
 5 diversity jurisdiction purposes.

6       12. Defendant is not a Citizen of California. For diversity purposes, a  
 7 limited liability company's citizenship "is determined by examining the citizenship  
 8 of each of its members." *Carden v. Arkoma Assocs.*, 494 U.S. 185, 195-96 (1990);  
 9 *see also Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir.  
 10 2006) ("[A]n LLC is a citizen of every state of which its owners/members are  
 11 citizens."). A corporation is deemed a citizen of its State of incorporation and the  
 12 State where it has its principal place of business. Section 28 U.S.C. § 1332(c)(1). As  
 13 clarified by the United States Supreme Court in *Hertz Corp. v. Friend*, 559 U.S. 77  
 14 (2010), "the phrase 'principal place of business' [in Section 1332(c)(1)] refers to the  
 15 place where the corporation's high level officers direct, control, and coordinate the  
 16 corporation's activities. Lower federal courts have often metaphorically called that  
 17 place the corporation's 'nerve center.' We believe that the 'nerve center' will  
 18 typically be found at a corporation's headquarters." *Id.* at 80-81; *see also Breitman*  
 19 *v. May Co. California*, 37 F.3d 562, 564 (9th Cir. 1994) (corporation is citizen of  
 20 state in which its corporate headquarters are located and where its executive and  
 21 administrative functions are performed).

22       13. The members of Defendant Charter Communications, LLC are as  
 23 follows:

- 24       a. Charter Communications, LLC is a Delaware limited liability company  
 25           with its principal place of business in Missouri.
- 26       b. The sole member of Charter Communications, LLC is Charter  
 27           Procurement Leasing, LLC, a Delaware limited liability company with

its principal place of business in Missouri.

- c. The two members of Charter Procurement Leasing, LLC are Charter Communications Operating, LLC and Charter Leasing Holding Company, LLC, both Delaware limited liability companies with their principal place of business in Missouri.
- d. The sole member of Charter Communications Operating, LLC is CCO Holdings, LLC, a Delaware limited liability company with its principal place of business in Missouri.
- e. The sole member of Charter Leasing Holding Company, LLC is Charter Communications Operating, LLC.
- f. The sole member of CCO Holdings, LLC is CCH I Holdings, LLC, a Delaware limited liability company with its principal place of business in Missouri.
- g. The sole member of CCH I Holdings, LLC is CCHC, LLC, a Delaware limited liability company with its principal place of business in Missouri.
- h. The sole member of CCHC, LLC is Charter Communications Holding Company, LLC, a Delaware limited liability company with its principal place of business in Missouri.
- i. The sole member of Charter Communications Holding Company, LLC is Spectrum Management Holding Company, LLC, a Delaware limited liability company with its principal place of business in Missouri.
- j. The sole member of Spectrum Management Holding Company, LLC is Charter Communications Holdings, LLC.
- k. The four members of Charter Communications Holdings, LLC are: CCH II, LLC, a Delaware limited liability company with its principal place of business in Missouri; Insight Blocker LLC, a Delaware limited

1 liability company with its principal place of business in Missouri; CCH  
 2 Holding Company, LLC, a Delaware limited liability company with its  
 3 principal place of business in Missouri; and Advance/Newhouse  
 4 Partnership, a New York General Partnership with its principal place of  
 5 business in New York.

- 6       l. The sole members of CCH II, LLC, Insight Blocker LLC and CCH  
 7 Holding Company, LLC is Charter Communications, Inc. a publicly-  
 8 held Delaware corporation with its principal place of business in  
 9 Connecticut.
- 10      m. The partners of Advance/Newhouse Partnership are A/NPC Holdings  
 11 LLC, a Delaware limited liability company with its principal place of  
 12 business in New York and A/NP Holdings Sub LLC, a Delaware limited  
 13 liability company with a principal place of business in New York.
- 14      n. The sole member of A/NP Holdings Sub LLC is A/NPC Holdings LLC.
- 15      o. The two members of A/NPC Holdings LLC are Newhouse Cable  
 16 Holdings LLC, a New York limited liability company with its principal  
 17 place of business in New York and Advance Communications Company  
 18 LLC, a New York limited liability company with its principal place of  
 19 business in New York.
- 20      p. The sole member of Newhouse Cable Holdings LLC is Newhouse  
 21 Broadcasting Corporation, a New York corporation with a principal  
 22 place of business in New York.
- 23      q. The sole member of Advance Communications Company LLC is  
 24 Advance Local Holdings Corp., a Delaware corporation with its  
 25 principal place of business in New York.

26       14. Accordingly, for diversity purposes, at the time of the filing of this  
 27 action and as of the date of this removal, Defendant is and has been a citizen of

1 the States of Connecticut, Delaware, Missouri, and New York. Because Plaintiff is  
 2 a citizen of California and Defendant is a citizen of Connecticut, Delaware,  
 3 Missouri, and New York, complete diversity exists between the parties for purposes  
 4 of federal diversity jurisdiction.

5       15. The presence of Doe defendants in this case has no bearing on diversity  
 6 with respect to removal. *See* 28 U.S.C. § 1441(b) (“In determining whether a civil  
 7 action is removable on the basis of the jurisdiction under section 1332(a) of this title,  
 8 the citizenship of defendants sued under fictitious names shall be disregarded.”).

9 **XIV. AMOUNT IN CONTROVERSY**

10       16. The amount in controversy in the Complaint exceeds the sum of  
 11 seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs, as  
 12 required by Section 1332 (a).

13       17. Plaintiff’s Complaint does not specify the amount that he seeks to  
 14 recover in this action. Consequently, Defendant need only establish by a  
 15 preponderance of the evidence that the amount in controversy exceeds the statutory  
 16 requirement in order to support a removal. *Sanchez v. Monumental Life Ins. Co.*, 102  
 17 F.3d 398, 404 (9th Cir. 1996); *Perez v. Baxter Healthcare Corp.*, 2012 U.S. Dist.  
 18 LEXIS 160051 (C.D. Cal. 2012).

19       18. Where removal is based on diversity of citizenship and the initial  
 20 pleading seeks a money judgment but does not demand a specific sum, “the notice of  
 21 removal may assert the amount in controversy,” 28 U.S.C. § 1446(c)(2), and a  
 22 removing defendant “need include only a plausible allegation that the amount in  
 23 controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating*  
 24 *Co. v. Owens*, 135 S. Ct. 547, 554 (2014).

25       19. In measuring the amount in controversy, the Court must presume that  
 26 Plaintiff will prevail on each and every one of his claims. *Kenneth Rothschild Trust*  
 27 *v. Morgan Stanley Dean Witter*, 199 F.Supp.2d 993, 1001 (C.D. Cal. 2002). The

1 ultimate inquiry is the amount that is put “in controversy” by the complaint, and not  
 2 how much, if anything, the defendant will actually owe. *Rippee v. Boston Mkt. Corp.*,  
 3 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005), *citing Schere v. Equitable Life Assurance*  
 4 *Soc'y of the United States*, 347 F.3d 394, 399 (2d Cir. 2003) (recognizing the ultimate  
 5 or provable amount of damages is not what is considered in the removal analysis;  
 6 rather, it is the amount put in controversy by the plaintiff’s complaint).

7 20. If the complaint does not clearly establish the jurisdictional amount,  
 8 then the Court may consider facts in the removal petition. *Singer*, 116 F.3d at 377;  
 9 *see also Valdez v. Allstate Ins. Co.*, 372 F.3d 1115, 1117 (9th Cir. 2004) (“[W]e  
 10 reiterate that the amount-in-controversy inquiry in the removal context is not  
 11 confined to the face of the complaint.”)

12 21. In this case, the allegations of the Complaint make clear that the  
 13 damages Plaintiff seeks exceed \$75,000. In addition to a declaratory judgment,  
 14 Plaintiff seeks: (1) general damages, (2) special damages, (3) compensatory  
 15 damages, including past and future lost earnings and other employment benefits,  
 16 costs of seeking other employment, and damages for emotional distress, humiliation,  
 17 and mental anguish; (4) statutory penalties; (5) unpaid overtime wages; (6) premium  
 18 wages for missed rest periods; (7) attorneys’ fees and costs; (8) prejudgment interest;  
 19 (9) restitution of all monies due to Plaintiff for unlawful business practices; (10)  
 20 punitive damages; (11) injunctive relief; (12) costs of suit; and (13) “other and further  
 21 relief as the Court deems just and proper.” (Lee Decl., ¶ 2, Exh. A at pp. 17-18.)

22 22. Plaintiff’s Complaint alleges claims for violations of FEHA. (Lee Decl.,  
 23 ¶ 2, Exh. A at ¶¶ 27-51.) The remedies available to a plaintiff who proves a violation  
 24 of FEHA include injunctive relief, actual damages, costs, and attorney’s fees.  
 25 Attorney’s fees that are potentially recoverable by statute are included in determining  
 26 the amount in controversy. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th  
 27 Cir. 1998).

1       23. Plaintiff alleges that during his employment as a Field Technician with  
 2 Defendant, he earned \$33.12 per hour and received benefits including a company  
 3 vehicle, performance bonuses, and overtime eligibility. (Lee Decl., ¶ 2, Exh. A at ¶¶  
 4 13-14.) Plaintiff alleges that he was constructively discharged when Defendant  
 5 “imposed an arbitrary 90-day deadline to secure alternative employment with the  
 6 company” on or about (Lee Decl., ¶ 2, Exh. A at ¶¶ 18, 54).

7       25. During Plaintiff’s active employment, he was a full-time employee, and  
 8 eligible for monthly performance achievement award based on performance metrics.  
 9 (Declaration of Karen Hannah Decl. (“Hannah Decl.”), ¶¶ 3-4.) If Plaintiff were to  
 10 recover back wages from the date he received a letter imposing a 90-day window for  
 11 Plaintiff to secure a new position on March 14, 2025, he potentially could recover  
 12 back wages totaling approximately \$17,222 (approximately 3 months wages at  
 13 \$33.12/hour<sup>1</sup>). Moreover, if the case proceeds to trial, which will likely be at least a  
 14 year or more from when Defendant was served – he may be seeking a total of at least  
 15 a year of lost wages, or approximately \$68,889 plus \$17,222 in back wages which is  
 16 **\$86,111** (over \$75,000 threshold). (*Id.*, ¶ 4.)

17       26. To the extent Plaintiff’s claim for “lost wages” includes future earnings,  
 18 such awards in California often span several years. *See Smith v. Brown-Forman*  
 19 *Distillers Corp.*, 196 Cal.App.3d 503, 518 (1989) (front pay until mandatory  
 20 retirement age reached); *Rabago-Alvarez v. Dart Indus.*, 55 Cal. App. 3d 91, 92  
 21 (1976) (four years); *Drzewiecki v. H & R Block, Inc.*, 24 Cal. App. 3d 695, 705 (1972)  
 22 (ten years). Even estimating that Plaintiff seeks front pay damages for only one year,  
 23 the amount of future wages in controversy in this case would total at least an  
 24 additional **\$68,889** (one year’s wages). (Hannah Decl., ¶ 4.)

25       27. The prayer for relief in Plaintiff’s Complaint includes “general  
 26 damages,” or emotional distress damages. While it is difficult to estimate a potential

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<sup>1</sup> \$33.12 x 40 hours x 52 weeks = \$68,889/annually

1 award for emotional distress damages, such awards in retaliation cases may surpass  
 2 \$75,000 by themselves, separate from other damages also awarded. In *Kroske v. U.S.*  
 3 *Bank Corp.*, 432 F.3d 976 (9th Cir. 2013), the Ninth Circuit upheld the lower court's  
 4 finding that the amount in controversy had been established. In reaching its holding,  
 5 the Ninth Circuit reasoned that the plaintiff's "emotional distress damages would add  
 6 at least an additional \$25,000 to her claim" where she had only \$55,000 in lost wages,  
 7 thus satisfying the amount in controversy requirement "even without including a  
 8 potential award of attorney's fees." *Id.* at 980. Thus, based on *Kroske* and other  
 9 employment cases, the emotional distress component of Plaintiff's claims could  
 10 amount to at least \$25,000, if not more.

11       28. In addition to compensatory damages, Plaintiff specifically seeks to  
 12 recover his attorneys' fees. Although Plaintiff's attorneys' fees cannot be precisely  
 13 calculated, it is reasonable to assume they could exceed a damages award. *Simmons*  
 14 *v. PCR Tech.*, 209 F. Supp. 2d 1029, 1035 (N.D. Cal. 2002). Courts have noted that,  
 15 in individual employment cases, attorneys' fees alone can often exceed the  
 16 jurisdictional minimum, especially when a plaintiff's claims, like those here, may not  
 17 be immediately resolved. *Id.* at 1035; *see also Haase v. Aerodynamics, Inc.*, 2009  
 18 U.S. Dist. LEXIS 96563, 14-15 (E.D. Cal. Oct. 16, 2009) ("the Court does not  
 19 address this argument as even a minimal award of attorney's fees would cause the  
 20 amount in controversy to exceed the jurisdictional minimum").

21       29. In this case, litigation of this action through trial would require Plaintiff  
 22 to incur attorneys' fees that will very likely surpass the \$75,000 amount in  
 23 controversy requirement on its own. For example, using a conservative assumption  
 24 that Plaintiff would seek fees at a rate of \$250/hour, Plaintiff would only be required  
 25 to establish 300 total hours of attorney work to reach the \$75,000 threshold. If  
 26 Plaintiff were to prevail at trial, it is likely that Plaintiff would claim more than  
 27 \$75,000 in attorneys' fees.

28

1       30. In addition to the damages described above, Plaintiff also specifically  
 2 seeks punitive damages, which must be considered in determining whether the  
 3 amount in controversy exceeds \$75,000. *See, e.g., Gibson v. Chrysler Corp.*, 261  
 4 F.3d 927, 945 (9th Cir. 2001) (“It is well established that punitive damages are part  
 5 of the amount in controversy in a civil action.”). If Plaintiff were to establish liability  
 6 for punitive damages, the award of such damages will likely exceed \$75,000.

7       31. Based upon the pleadings, it does not appear to a “legal certainty that  
 8 the claim is really for less than” the amount in controversy minimum. *Spielman v.*  
 9 *Genzyme Corp.*, 251 F.3d 1, 5 (1st Cir. 2001) (quoting *St. Paul Mercury Indem. Co.*  
 10 *v. Red Cab Co.*, 303 U.S. 283, 288-89, 58 S. Ct. 586, 82 L. Ed. 845 (1938)). Thus,  
 11 Defendant has abundantly carried its burden of demonstrating by a preponderance of  
 12 the evidence that the amount in controversy in this matter clearly exceeds the  
 13 jurisdictional minimum of \$75,000.

14       32. For these reasons, this action is a civil action over which this Court has  
 15 original jurisdiction pursuant to 28 U.S.C. § 1332, and which may be removed by  
 16 Defendant to this Court pursuant to 28 U.S.C. § 1441 based on diversity jurisdiction.

17       33. Defendant does not concede Plaintiff’s allegations are true, that his  
 18 claims have any merit, that all of the above categories of damages or fees are  
 19 available, or that the foregoing represents an appropriate method for calculating  
 20 damages. Defendant provides the foregoing only to demonstrate that the amount in  
 21 controversy, based on the relief sought by Plaintiff, plainly exceeds the \$75,000  
 22 jurisdictional requirement.

23 **XV. NOTICE OF REMOVAL**

24       34. Contemporaneously with the filing of this Notice of Removal in the  
 25 United States District Court for the Central District of California, the undersigned is  
 26 providing written notice of such filing to Plaintiff’s counsel of record: Kyle DeCamp,  
 27 Esq. and Joshua I. White, Esq., Laurel Employment Law, APC, 808 Wilshire  
 28

1 Boulevard, Suite 200, Santa Monica, California 90401, Email:  
2 [kyle.decamp@laurelemploymentlaw.com](mailto:kyle.decamp@laurelemploymentlaw.com); [josh@laurelemploymentlaw.com](mailto:josh@laurelemploymentlaw.com). (Lee  
3 Decl., ¶ 9.) In addition, a copy of this Notice of Removal will be filed with the Clerk  
4 of the Superior Court of the State of California, County of Los Angeles. (*Id.*)

5 **XVI. CONCLUSION**

6 35. WHEREFORE, Defendant Charter Communications, LLC prays that  
7 the Court remove this civil action from the Superior Court of the State of California,  
8 County of Los Angeles, to the United States District Court for the Central District of  
9 California.

10 Dated: June 20, 2025

LITTLER MENDELSON, P.C.

12 */s/ Jamie Y. Lee*  
13 \_\_\_\_\_  
14 Patrick H. Hicks  
15 Jamie Y. Lee

16 Attorneys for Defendant  
17 CHARTER COMMUNICATIONS,  
18 LLC